

1. WORK REQUIREMENTS

1.1 General. The Contractor shall provide all equipment, materials, vehicles, managerial, administrative, and direct labor personnel to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other purposes.

1.2 Definitions.

“Government” means the U.S. government.

“EOB” means the Existing Office Building

"OF" means the Office Furniture

“OS” means Office Supplies

“M&R” means Maintenance and Repair

“WHSE” means the Embassy Warehouse at Dorozhnaya street 9b

1.3. The contract covers of three separate projects:

Project OF. Moving OF items from the WHSE (mezzanine and containers) to the EOB 7th floor. Items to be moved: KNOLL modular furniture parts including partitions, desktops, underdesks, overheads, various assembly parts.

Project M&R. Moving M&R items from the M&R stockroom to EOB 4th floor
Items to be moved: various spare parts in plastic or cardboard bins and boxes, light bulbs, tubes, flammable materials. This project will be done in a repetitive mode: packing, movement, unpacking and shelving of one group of supplies; then the same operation for the next group etc. Totally there will be six groups.

Project OS. Moving OS items from the OS stockroom to the Warehouse mezzanine
Items to be moved: all sorts of office supplies, shelves and metal cabinets. Since the total volume of the items in stock is about 200 cu.m, this project will be done in a repetitive mode: packing, movement, unpacking and shelving of one portion; then the same for another portion etc.

The contractor will be given an opportunity to visit the stockrooms and assess the nature and actual volume of the items to be moved prior to signing the contract.

The rough estimate of the volumes to be moved:

OF – equivalent of three 40ft containers

M&R – 500 cu.m

OS – 250 cu. m

1.4 The Sites

a. Embassy warehouse

Location: Dorozhnaya 9b. The actual site is a mezzanine within the warehouse climate-controlled building (Access – staircase and loading gate) and containers.

b. Office Supplies stockroom

Located on the Embassy compound. Access through a ramp.

c. M&R stockroom

Located on the Embassy compound. Access through a ramp.

d. EOB

Location: Novinskiy bld 23. Access through the backyard. Loading dock. Freight elevator (x m by y m by z m)

1.5 Duties and Responsibilities.

1.5.0. The COR will provide the Contractor with a possibility to visit all project sites to estimate volume and peculiarities of the three projects.

1.5.A. Move plan. Working closely with the COR, the contractor will develop a move plan that fits within the embassy's overall moving plan. Certain areas of the Embassy require an escort and can only be entered during scheduled times. Contractor shall schedule move priorities as directed by the COR.

The move plan shall:

- Estimate time that will be necessary to complete each of the projects and the process of relocation of each stockroom.
- Specify number of trucks, number and types of personnel to be utilized (the final updated move plan will include specific names of personnel and vehicles) .
- Describe materials, manner, and process for protection of facilities and items being moved.
- Describe method of handling and packing for various types of items.
- Emphasize safety requirements so that accidents or injuries do not occur
- Describe the Personal Protective Equipment provided to your staff
- Emphasize security requirements so that accidental security violations do not occur.

The plan will be developed and delivered to the COR within 10 days of contract award. After review by the government, the move plan will be updated and delivered to the COR 15 days before the move. All written deliverables shall be submitted in 3 copies to the COR.

1.5.B. Packing. The Contractor will remove items from the shelves, pack and label items being overseen by the Embassy storekeepers, preventing the stock items from being mixed up.

1.5.C. Unpacking. The Contractor will unpack items and put them on the shelves as directed by the Embassy storekeepers.

1.5.D. Housekeeping. The contractor is responsible for removal of trash and moving debris so that an orderly and safe environment is maintained. During the move the contractor shall remove trash daily.

1.5.E. Personnel. The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to efficiently provide the services identified in this section. It is anticipated that the contractor will provide:

Project Manager – **(fill in name of Project Manager at time of contract award)**
Deputy Project Manager – **(only include if desired to have one primary point of contact at each location – old site and new site)**
Team Leaders/Supervisors

Truck Drivers
Laborers

The Project Manager is considered key personnel and cannot be substituted during the performance of this contract.

All contractor employees shall:

1. Be courteous at all times;
2. Arrive at the work site in uniform promptly at the scheduled time with materials necessary to properly complete the job;
3. Present credentials identifying themselves as employees of the company;
4. Be in good general health and free from communicable diseases;
5. Refer any unresolvable questions to the Project Manager, who will consult with the COR;

The contractor's employees shall not at any time:

1. smoke in the US Government facility;
2. arrive at the facility under the influence of drugs or alcohol, or even with alcohol on the breath;
3. drink alcoholic beverages on the job, even if offered;
4. engage in prolonged discussion or argument regarding the job;
5. perform any work not specified in this contract.

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required are a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation (**list other checks or delete listed checks as appropriate**). The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval.

The Government reserves the right to deny access to US owned or US operated facilities to any individual.

1.5.F. Vehicles. The contractor shall ensure vehicles used in this move are in proper mechanical condition to ensure their full availability during the move period and to assure that US Government property is reliably and safely transported. The contractor shall provide all fuel and lubricants for their vehicles and equipment. Some loaded vehicles will require a US Government escort to be present on the vehicle at all times during the move. The contractor shall ensure that the vehicle has sufficient passenger space for the escort. The vehicle shall not depart without the escort. The Contractor shall follow instructions by the escort unless such instructions violate the laws of (**insert host city, country**). Non-availability of suitable vehicles or equipment shall not constitute acceptable justification for either late performance or additional cost to the Embassy. The contractor shall provide a list of all vehicles to be used in the move (make, model/description, license number) as part of the updated move plan.

The contractor is responsible for making all required arrangements regarding blockage of roads, halting of traffic, reserving on-street parking, etc., with local authorities.

2. MANAGEMENT AND SUPERVISION

2.1 Supervision. The Contractor shall designate a Project Manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This Project Manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The Project Manager shall have supervision as his or her sole function.

2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services. Contractor personnel shall coordinate break times not to take place with half-loaded or fully loaded vehicles, but with empty vehicles.

2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis.

2.4 The Contractor shall be responsible for work site safety during the move.

2.5 When moving items that require an US Government escort, the escort will control the progress of moving/loading/departing/unloading, etc and the movers shall not do anything without specific approval of the identified escort.

3. CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the services as specified in this contract. Such items include, but are not limited to boxes, tape, wrapping, padding, uniforms, ladders/step stools, dollies, jacks, tools, cleaning supplies, floor coverings, corner bumper guards, lifting equipment, vehicles, cranes, containers, and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service during the move.

4. GOVERNMENT FURNISHED PROPERTY.

The Government provides a forklift operated by the Embassy warehouseman at the WHSE to access mezzanine and the containers.

5. DELIVERY SCHEDULE

The following items shall be delivered under this contract.

| <u>Description</u> | <u>Quantity</u> | <u>Delivery Date</u> | <u>Deliver To:</u> |
|----------------------------------|-----------------|-----------------------------|--------------------|
| 1.5.A – Draft Move Plan | -3- | 5 days after contract award | COR |
| 1.5.A – Final Move Plan | -3- | 15 days prior to move date | COR |
| 1.5.E – Employee Security Checks | -2- | with Final Move Plan | COR |
| 1.5.F – Vehicle List | -3- | with Final Move Plan | COR |

| | | | |
|---------------|-----|--|----|
| 8 – Insurance | -1- | within 10 days after contract award | CO |
| 10 – Permits | -1- | within 10 days after contract award | CO |

[Note to Contracting Officer: See 14 FAM 616.2-2, “Issuance of Certificate” for details regarding the waiver addressed in paragraph 8 below]

6. INVOICES AND PAYMENT

Invoices shall be submitted in an original and three (3) copies to the Financial Management Officer (FMO) at the following address (designated payment office only for the purpose of submitting invoices):

[Address]

(Include the following clause if VAT will apply to this contract)

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

7. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage to include the landscaping or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

8. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the following minimum insurance:

Comprehensive General Liability

Bodily injury

 * per occurrence

Workers' Compensation and Employer's Liability

Workers' Compensation and

Occupational Disease

 * Statutory, as
required by host country law

Employer's Liability

(The Contracting Officer shall determine the types, amounts and limits of coverage required to conform to local legal requirements or prevailing practice. ALL AMOUNTS IN SOLICITATION SHOULD BE STATED IN LOCAL CURRENCY. Specify any additional insurance requirements here, following local law and in amounts sufficient to meet normal and customary claims.)

9. BONDING OF EMPLOYEES

The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

10. PERMITS

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

11. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance and permits, the Contracting Officer will issue a Notice to Proceed to each of the three projects. The Notice to Proceed will establish a date (a minimum of thirty days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall begin. Each project should be completed within 10 calendar days after the start date.

The contractor shall be ready to work no later than 0900 during the period of performance, Monday through Friday. It is the Contractor's responsibility to ensure that working hours do not violate local laws and regulations.

This contract may include work on weekends and possible holidays. The Contractor shall not be entitled to additional compensation for these times, but shall include all costs in the price.

12. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

| Performance Objective | Scope of Work Para | Performance Threshold |
|--|--------------------|---|
| <u>Services.</u> Performs all packing services set forth in the scope of work. | 1. thru 11. | All required services are performed and no more than one (1) [Note to Contracting Officer: insert different number if desired] customer complaint is received. [Note to Contracting Officer: add other measures as desired.] |

Monitoring Performance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

Standard. The performance standard is that the Government receives no more than one (1) **[Note to Contracting Officer: insert other number if desired]** customer complaint during the period of performance. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the period of performance, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.